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### Clause(s):

### **EPAAR**

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (OCT 00) COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (OCT 2000)

- (a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:
- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

#### **EPAAR**

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (II) (OCT 00) (b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

- (1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agencys Directive System contains the majority of the Agencys IRM policies, standards and procedures.
- (2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A Minimum Set of Data Elements for Groundwater.

### **EPAAR**

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (III) (OCT 00) (3) EPA Computing and Telecommunications Services. The EnterpriseTechnology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agencys computing and telecommunications services. Contractors performing work for the Agencys National Computer Center or those who are developing systems which will be operating on the Agencys national platforms must comply with procedures established in the Manual. This document may be found at:

http://www.epa.gov/docs/etsdop/.

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code. 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. A complete listing, including full text, of documents included in the 2100 Series of the Agencys Directive System is maintained on the EPA Public Access Server on the Internet at http://epa.gov/docs/irmpoli8/.

\*\*\*\*end of clause\*\*\*\*

**EPAAR** 

1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (JUL 99)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

FAR

52.204-3

Taxpayer Identification (JUN 97)

FAR

52.219-70 Section 8(a) Direct Award (JUN 98)

Section 8(a) Direct Award (JÚN 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the [Insert Agency Name]. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the a(a) program. The cognizant SBA district office is:

[To be Completed by Contracting Officer at time of award]

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contacting activity may assign contract administration functions to a contract administration office.
  - (c) The contractor agrees:
- (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBAs 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

FAR	52.222-26	Equal Opportunity (APR 84)
FAR	52.222-3	Convict Labor (AUG 96)
FAR	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)
FAR	52.222-36	Affirmative Action for Handicapped Workers (APR 84)
FAR	52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)
FAR	52.232-1	Payments (APR 84)
FAR	52.232-25	Prompt Payments (MAR 94)

FAR 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 96)

FAR 52.233-1 Disputes (OCT 95)

FAR 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 84)

# FAR a 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (I) (MAY 99) PAYMENT BY ELECTRIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term \*EFT\* refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractors EFT information.
- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractors EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

# FAR b 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (II) (MAY 99) PAYMENT BY ELECTRIC FUNDS TRANSFER (Continued)

- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
- (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accruat of interest penalties apply.

## FAR c 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (III) (MAY 99) PAYMENT BY ELECTRIC FUNDS TRANSFER (Continued)

- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractors request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractors EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractors EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

# FAR d 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (IIII) (MAY 99) PAYMENT BY ELECTRIC FUNDS TRANSFER (Continued)

- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractors financial agent.

# FAR e 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (V) (MAY 99) PAYMENT BY ELECTRIC FUNDS TRANSFER (Continued)

- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
- (1) The contract number (or other procurement identification number).
- (2) The Contractors name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractors financial agent.
- (5) The Contractors account number and the type of account (checking, saving, or lockbox).
- FAR f 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (VI) (MAY 99)
  PAYMENT BY ELECTRIC FUNDS TRANSFER (Continued)
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractors financial agent.
  - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractors financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

### Additional Terms and Conditions

### Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

TAXPAYER IDENTIFICATION (FAR 52.204-3)(10/30/98)

- (a) Definitions.
- \*Common parent,\* as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- \*Taxpayer Identification Number (TIN),\* as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
[]TIN:
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
[] Sole proprietorship;
[] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[ ) Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other
(f) Common parent.
[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:
Name
TIN

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# Statement of Work Environmental Advisory Services Community Involvement Support Revision of the Community Involvement Plan Vasquez Boulevard/Interstate 70 Site City and County of Denver, Colorado

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### 1. Introduction

This Statement of Work is to provide support to EPA community involvement activities for Operable Unit 1 (OU-1) at the Vasquez Boulevard/Interstate 70 (VB/I70) Superfund Site. The primary work outlined in this Statement of Work includes the revision of the Community Involvement Plan. Additional work includes preparing mailings and placing newspaper advertisements.

## 2. Background

The VB/I70 site covers an area of approximately four square miles in north-central Denver, Colorado that was thought to have been contaminated by smelters that had operated at the site. The purpose of this proposed plan is to present remedial alternatives to address the health risks associated with potential exposure to soils contaminated with lead and arsenic.

The VB/I70 site is considered an Environmental Justice site because it is located in a low-income minority community that is disproportionately affected by environmental impacts from many sources of pollution, including industry and major transportation corridors. A significant portion of the community is Spanish speaking.

### Work Assignment Tasks

- a. Scoping Meeting. The contractor shall meet with EPA to discuss the scope of work, schedule, and background information needed to perform this work.
- b. Monthly Reports. Provide monthly updates on the progress of project and budget.
- c. Fact Sheets. The contractor shall assist EPA in the preparation of two fact sheets. For costing purposes, assume that each fact sheet will be 4 pages long. EPA will provide the contractor with the English version of each fact sheet. The contractor will: a) Translate English text to Spanish text; b) Provide 6000 copies of both he English and Spanish text fact sheets; c) prepare the fact sheets for mailing (folding, placement into envelopes, addressing...); and d) deliever to the EPA Region VIII mail room. The EPA will mail the documents and provide the contractor with an electronic copy of the mailing list.

- d. Newspaper Advertising. Publish EPA public notices in one major newspaper (Denver Post or Rocky Mountain News) and two local Spanish publications (El Seminario and La Voz). EPA will provide the English text for each newspaper advertisement. The contractor shall translate the English text to Spanish and place the public notices in the newspapers. For costing purposes, assume 2 public notice will be required and each public notice will be a 4 by 5 inch display ad in a major section of the newspapers.
- e. Stakeholder Action Plan. Prepare a stakeholder action plan to evaluate the mix of stakeholders and processes that are necessary for effective stakeholder input into the decision making process associated with implementation of the remedial action at Operable Unit 1 (OU1) of Vasquez Boulevard/Interstate 70 Superfund Site (VB/I70 Site). The primary focus will be developing strategies for implementation of the community health program. The community health program will provide lead and arsenic health education and biomonitoring services to community members living within the site boundaries. The plan should identify and characterize stakeholders' concerns, needs, perceptions, capabilities, commitments, and relationships with one another. The plan will recommend stakeholder processes that will effectively developing consensus and manage conflict.
- f. Revision of the Community Relations Plan. The contractor shall revise the February 2001 VB/170 Site Community Relations Plan. EPA will provide an electronic copy of the original document. The following work is required to update the community relations plan:
  - i. Section 2.0 Site Background

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- (1) Include a discussion of the Curtis Park neighborhood. A portion of this neighborhood was included into the site boundaries in the Record of Decision. The triangular shaped area is bounded by Blake St., Downing St. & 34th Ave. EPA plans on sampling this neighborhood in the summer of 2004. Community involvement has been limited in this area.
- ii. Section 2.3 Recent Agency Activities
  - (1) Update number of properties sampled
  - (2) Add how many properties have been remediated
  - (3) Add issued Proposed Plan for comment in May 2002
  - (4) Add issued NEW Proposed Plan for comment in May 2003. EPA revised the Proposed Plan because of comments received.
  - (5) Add paragraph on Community Health Plan
  - (6) Add paragraph on the Placement of soil at the Globe plant

## iii. Section 3.0 - Community Background and Concerns

(1) Include summary of interviews and findings of the Stakeholder Action Plan.

## iv. Section 5.0 - Community Involvement Activities

## (1) Fact Sheets

- (a) Neighborhood Update on Arsenic and Lead in Soil (May 2001)
- (b) Update Arsenic and Lead Cleanup in Your Neighborhood (March 2003)
- (c) Arsenic Fact Sheet for VB/I-70
- (d) Lead Fact Sheet for VB/I-70

### (2) Press Releases:

- (a) Public Notice Vasquez Boulevard and I-70 Superfund Site Proposed Cleanup Plan. (May 2002) Ran in the Rocky Mountain News, the Denver Post, La Voz and El Seminario
- (b) Public Notice Vasquez Boulevard and I-70 Superfund Site NEW Proposed Cleanup Plan. (May 2003) Ran in the Rocky Mountain News, the Denver Post, La Voz and El Smeinario
- (c) Press Release EPA announces Final Cleanup Decision for Northeast Denver Properties. (September 26, 2003)
- (d) Public Notice VB/I-70 Superfund Site Record of Decision. Rocky Mountain News, (Oct. 4, 2003); LaVoz Nueva, (Oct 8, 2003), El Semanario (Oct 9, 2003)

## (3) Media Coverage

- (a) Northeast Denver cleanup gains. Denver Post Editorial (September 22, 2002)
- (b) Superfund Site gets money for cleanup. Rocky Mountain News (July 17, 2003)
- (c) Toxic cleanup overdue. Denver Post (July 18, 2003)
- (d) Construction Start Media Event. At Shafer Park (August 6, 2003)
- (e) Toxic cleanup begins in Northeast Denver. Denver Post and Rocky Mtn News (August 7, 2003)
- (4) Coordinate Workshops, Small Group Meetings, Avaibability Sessions, and Meetings with Individuals.

- (a) June 20, 2002 at Harrington Elementary. Public meeting on Proposed Plan.
- (b) June 22, 2002 at Swansea Recreation Center. Public meeting on Proposed Plan.
- (c) June 29, 2002 at Saint Charles Recreation Center. Public meeting on Proposed Plan
- (d) June 19, 2003 at Swansea Recreation Center. Public meeting on NEW Proposed Plan
- (e) June 21, 2003 at Harrington Elementary. Public meeting on NEW Proposed Plan
- (f) August 21, 2003 at Saint Charles Recreation Center. Availability Session on Construction Starts.
- (g) August 19, 2003 at Laradon Hall. Public meeting on Soil Placement at the Globe Plant.
- (h) October 1, 2003 at Laradon Hall. Public meeting on Soil. Placement at the Globe Plant.
- (i) Add meetings with community on the Community Health Plan

### (5) Brief Local Officials

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- (a) We briefed local officials on the Proposed Plan and the NEW Proposed Plan
- v. Appendix A
  - (1) Contact information is to be updated.
- vi. Appendix E
  - (1) Include Saint Martin Plaza, Cole Neighborhood, 1300 Bruce Randolph Ave, 303-297-1414
- vii. Include new site boundaries map developed by EPA.
- 4. Period of Performance

May 13

The period of performance for this contract is from April 15, 2004 through December 31, 2006.

5. EPA Contacts

Technical Contact

Victor Ketellapper

303-312-6578

Contracting Contact

Andy Hamp

303-312-6311

6. Schedule

Scoping Meeting

Within two weeks of award